

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF PUERTO RICO**

IN RE

\* BKRTCY. NO. 22-01797 MCF

FIGUEROA RIVERA, DAMARYS  
SSN xxx-xx-7042

\* CHAPTER 13

DEBTOR

\*

**NOTICE OF FILING OF AMENDED CHAPTER 13 PLAN  
AND CERTIFICATE OF SERVICE**

TO THE HONORABLE COURT:

COMES NOW, **DAMARYS FIGUEROA RIVERA**, the Debtor in the above captioned case, through the undersigned attorney and very respectfully states and prays as follows:

1. The Debtor is hereby submitting an *Amended Chapter 13 Plan*, dated September 18, 2023, herewith and attached to this motion.

2. The Plan is amended to modify **Part 3, Section 3.1 and Part 8, Section 8.5 to provide for the arrearage to be paid directly to DLJ Mortgage Claim No. 3-1 through a loss mitigation/loan modification, in the present case.**

I CERTIFY, that on this same date a copy of this Notice was filed with the Clerk of the Court using the CM/ECF system which will send notice of same to the Chapter 13 Trustee, and all CM/ECF participants; I also certify that a copy of this notice was sent regular mail to the Debtor and to all creditors and parties in interest appearing on the master address list (CM/ECF non-participants), hereby attached.

**NOTICE**

You are notified that within twenty-one (21) days after service as evidenced by the certification, and an additional three (3) days pursuant to Fed. R. Bank. P. 9006(f) if you were served by mail, any party against whom this paper has been served, or any other party to the action who objects to the relief sought herein, shall serve and file an objection or other appropriate response to this paper with the Clerk's office of the U.S. Bankruptcy Court for the District of Puerto Rico. If no objection or other response is filed within the time allowed herein, the paper will be deemed unopposed and may be granted unless: (i) the requested relief is forbidden by law; (ii) the requested relief is against public

**policy; or (iii) in the opinion of the Court, the interest of justice requires otherwise.**

**RESPECTFULLY SUBMITTED.** In San Juan, Puerto Rico, this 18<sup>th</sup> day of September, 2023.

*/s/Roberto Figueroa Carrasquillo*  
USDC #203614  
**RFIGUEROA CARRASQUILLO LAW OFFICE PSC**  
ATTORNEY FOR the DEBTOR  
PO BOX 186 CAGUAS PR 00726  
TEL NO 787-744-7699 787-963-7699  
Email: [rfc@rfigueroalaw.com](mailto:rfc@rfigueroalaw.com)

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF PUERTO RICO**

In Re:  
**DAMARYS FIGUEROA RIVERA**  
**xxx-xx-7042**

Puerto Rico Local Form G

**Chapter 13 Plan dated** September 18,  
2023.

Case No.: 3:22-bk-1797 (MCF)

Chapter 13

Check if this is a pre-confirmation amended plan

Check if this is a post confirmation amended plan  
Proposed by:

Debtor(s)

Trustee

Unsecured creditor(s)

If this is an amended plan, list below the sections of the plan that have been changed.

**3.1; 8.4 , 8.5**

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## **PART 1: Notices**

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**To Debtor(s):** This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances or that it is permissible in your judicial district. Plans that do not comply with local rules and judicial rulings may not be confirmable.

*In the following notice to creditors, you must check each box that applies*

**To Creditors:** Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.

You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. The headings contained in this plan are inserted for reference purposes only and shall not affect the meaning or interpretation of this plan.

**If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court.** The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015. In addition, you must file a timely proof of claim in order to be paid under this plan, unless ordered otherwise.

If a claim is withdrawn by a creditor or amended to an amount less than the amount already disbursed under the plan on account of such claim: (1) The trustee is authorized to discontinue any further disbursements to related claim; (2) The sum allocated towards the payment of such creditor's claim shall be disbursed by the trustee to Debtor's remaining creditors. (3) If such creditor has received monies from the trustee (Disbursed Payments), the creditor shall return funds received in excess of the related claim to the trustee for distribution to Debtor's remaining creditors. (4) If Debtor has proposed a plan that repays his or her creditors in full, funds received in excess of the related claim shall be returned to the Debtor.

The following matters may be of particular importance. Debtor(s) must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not included" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

1.1	A limit on the amount of a secured claim, set out in Section 3.2, which may result in a partial payment or no payment at all to the secured creditor	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 3.4.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
1.3	Nonstandard provisions, set out in Part 8.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included

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## **PART 2: Plan Payments and Length of Plan**

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**2.1 Debtor(s) will make payments to the trustee as follows:**

PMT Amount	Period(s)	Period(s) Totals	Comments

\$821.00	Months 1 through 2	\$1,642.00	
141.00	Month 3	141.00	
144.00	Months 4 through 10	1,008.00	
485.00	Months 11 through 60	24,250.00	
Subtotals	60 Months	\$27,041.00	

*Insert additional lines if needed*

If fewer than 60 months of payments are specified, additional monthly payments will be made to the extent necessary to make the payments to creditors specified in this plan.

#### **2.2 Regular payments to the trustee will be made from future income in the following manner:**

*Check all that apply*

- Debtor(s) will make payments pursuant to a payroll deduction order.
- Debtor(s) will make payments directly to the trustee.
- Other (specify method of payment): \_\_\_\_\_

#### **2.3 Income tax refunds:**

Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will comply with 11 U.S.C. § 1325(b)(2). If the Debtor(s) need(s) to use all or a portion of such "Tax Refunds," Debtor(s) shall seek court authorization prior to any use thereof.

#### **2.4 Additional payments:**

*Check one.*

- None.** If "None" is checked, the rest of § 2.4 need not be completed or reproduced.

### **PART3: Treatment of Secured Claims**

#### **3.1 Maintenance of payments and cure of default, if any.**

*Check one.*

- None.** If "None" is checked, the rest of § 3.1 need not be completed or reproduced.

#### **3.2 Request for valuation of security, payment of fully secured claims, and modification of undersecured claims.**

*Check one.*

- None.** If "None" is checked, the rest of § 3.2 need not be completed or reproduced.

*The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.*

- The Debtor(s) request that the court determine the value of the secured claims listed below. For each non-governmental secured claim listed below, the Debtor(s) state that the value of the secured claim should be as set out in the column headed Amount of Secured Claim. For secured claims of governmental units, unless otherwise ordered by the court, the value of a secured claim listed in a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary amount listed below. For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below. If no monthly payment is listed below, distribution will be pro-rated according to section 7.2.

The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5 of this plan. If the amount of a creditor's secured claim is listed below as having no value, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Part 5 of this plan. Unless otherwise ordered by the court, the amount of the creditor's total claim listed on the proof of claim controls over any contrary amounts listed in this paragraph.

The holder of any claim listed below as having value in the column headed Amount of Secured Claim will retain the lien on the property interest of the Debtor(s) or the estate(s) until the earlier of:

(a) Payment of the underlying debt determined under nonbankruptcy law, or

(b) Discharge of the underlying debt under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor. See Bankruptcy Rule 3015.

Debtor	DAMARYS FIGUEROA RIVERA				Case number	3:22-bk-1797		
Name of Creditor	Estimated Amount of Creditor's Total Claim	Collateral	Value of Collateral	Amount of Claims Senior to Creditor's Claim	Amount of Secured Claim	Interest Rate %	Monthly PMT to Creditor	Estimated Total of Monthly PMTs
Oriental Bank	\$21,020.71	2020 Toyota Yaris 84143 miles LE Sedan 4D	\$15,525.00	\$0.00	\$15,525.00 Plus 6.25% interest total to be paid through Plan	0.00%	Months Starting on Plan Month	\$18,116.99 9

Insert additional claims as needed.

### 3.3 Secured claims excluded from 11 U.S.C. § 506.

Check one.

**None.** If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

### 3.4 Lien Avoidance.

Check one.

**None.** If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

### 3.5 Surrender of collateral.

Check one.

**None.** If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

### 3.6 Pre-confirmation adequate protection monthly payments ("APMP") to be paid by the trustee.

Payments pursuant to 11 USC §1326(a)(1)(C):

Name of secured creditor	\$ Amount of APMP	Comments
Oriental Bank	50.00	

Insert additional claims as needed.

Pre-confirmation adequate protection payments made through the plan by the trustee are subject to the corresponding statutory fee.

### 3.7 Other secured claims modifications.

Check one.

**None.** If "None" is checked, the rest of § 3.7 need not be completed or reproduced.

## PART 4: Treatment of Fees and Priority Claims

### 4.1 General

Trustee's fees and all allowed priority claims, including domestic support obligations other than those treated in § 4.5, will be paid in full without postpetition interest.

### 4.2 Trustee's fees

Trustee's fees are governed by statute and may vary during the term of the plan, nevertheless are estimated for confirmation purposes to be 10 % of all plan payments received by the trustee during the plan term.

## 4.3 Attorney's fees

Check one.

**Flat Fee:** Attorney for Debtor(s) elect to be compensated as a flat fee for their legal services, up to the plan confirmation, according to LBR 2016-1(f).

OR

**Fee Application:** The attorneys' fees amount will be determined by the court, upon the approval of a detailed application for fees and expenses, filed not later than 14 days from the entry of the confirmation order.

Attorney's fees paid pre-petition:

\$ 392.00

Balance of attorney's fees to be paid under this plan are estimated to be:

\$ 3,608.00

If this is a post-confirmation amended plan, estimated attorney's fees:

\$ \_\_\_\_\_

## 4.4 Priority claims other than attorney's fees and those treated in §§ 4.5, 4.6

Check one.

**None.** If "None" is checked, the rest of § 4.4 need not be completed or reproduced.

## 4.5 Domestic support obligations assigned or owed to a governmental unit and paid less than full amount.

Check one.

**None.** If "None" is checked, the rest of § 4.5 need not be completed or reproduced.

## 4.6 Post confirmation property insurance coverage

Check one.

**None.** If "None" is checked, the rest of § 4.6 need not be completed or reproduced.

[X] The Debtor(s) propose to provide post confirmation property insurance coverage to the secured creditors listed below:

Name of creditor insured	Insurance Company	Insurance coverage beginning date	Estimated insurance premium to be paid	Estimated total payments by trustee
<u>Oriental Bank Claim No. 3</u>	<u>Eastern America Ins</u>	<u>08/04/2026</u>	<u>45.00</u>	

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**PART 5: Treatment of Nonpriority Unsecured Claims**

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## 5.1 Nonpriority unsecured claims not separately classified.

Allowed nonpriority unsecured claims that are not separately classified will be paid pro rata. If more than one option is checked, the option providing the largest payment will be effective.

Check all that apply.

- The sum of \$ \_\_\_\_\_.  
 \_\_\_\_% of the total amount of these claims, an estimated payment of \$ \_\_\_\_\_.  
 The funds remaining after disbursements have been made to all other creditors provided for in this plan.  
 If the estate of the debtor(s) were liquidated under chapter 7, nonpriority unsecured claims would be paid approximately \$ \_\_\_\_\_.

## 5.2 Maintenance of payments and cure of any default on nonpriority unsecured claims.

Check one.

**None.** If "None" is checked, the rest of § 5.2 need not be completed or reproduced.

- 5.3 Other separately classified nonpriority unsecured claims.  
Check one.

**None.** If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

## **PART 6: Executory Contracts and Unexpired Leases**

- 6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected.

Check one.

**None.** If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

## **PART 7: Vesting of Property of the Estate & Plan Distribution Order**

- 7.1 **Property of the estate will vest in the Debtor(s) upon**

Check the applicable box:

- Plan confirmation.  
 Entry of discharge.  
 Other: \_\_\_\_\_

- 7.2 **Plan distribution by the trustee will be in the following order:**

(The numbers below reflect the order of distribution; the same number means prorated distribution among claims with the same number.)

1. Distribution on Adequate Protection Payments (Part 3, Section 3.6)
1. Distribution on Attorney's Fees (Part 4, Section 4.3)
1. Distribution on Secured Claims (Part 3, Section 3.1) – *Current contractual installment payments*
2. Distribution on Post Confirmation Property Insurance Coverage (Part 4, Section 4.6)
2. Distribution on Secured Claims (Part 3, Section 3.7)
2. Distribution on Secured Claims (Part 3, Section 3.1) – Arrearage payments
3. Distribution on Secured Claims (Part 3, Section 3.2)
3. Distribution on Secured Claims (Part 3, Section 3.3)
3. Distribution on Secured Claims (Part 3, Section 3.4)
3. Distribution on Unsecured Claims (Part 6, Section 6.1)
4. Distribution on Priority Claims (Part 4, Section 4.4)
5. Distribution on Priority Claims (Part 4, Section 4.5)
6. Distribution on Unsecured Claims (Part 5, Section 5.2)
6. Distribution on Unsecured Claims (Part 5, Section 5.3)
7. Distribution on General Unsecured claims (Part 5, Section 5.1)

Trustee's fees are disbursed before each of the distributions above described pursuant to 28 U.S.C. § 586(e)(2).

## **PART 8: Nonstandard Plan Provisions**

- 8.1 Check "None" or list the nonstandard plan provisions

**None.** If "None" is checked, the rest of Part 8 need not be completed or reproduced.

*Under Bankruptcy Rule 3015(c) nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.*

Each paragraph below must be numbered and labeled in boldface type, and with a heading stating the general subject matter of the paragraph.

The following plan provisions will be effective only if there is a check in the box included in § 1.3.

**8.2 This Section Modifies LBF-G Part 3, Retention of Lien:**

The lienholder of any allowed secured claim provided for in the plan in its Part 3, will retain its lien according to the terms and conditions required under 11 USC 1325(a)(5)(B)(i)(I) & (II).

**8.3 This Section Modifies LBF-G Part 2, Section 2.3; Income Tax Refunds to be used to Fund the Plan:**

Tax refunds will be devoted each year, as periodic payments to fund the plan until plan completion. The tender of such payments shall be deemed the plan modified by such amount, increasing the base without the need of further Notice, Hearing or Court Order. If the Debtor(s) need(s) to use all or portion of such Tax refunds, Debtor(s) shall seek Court authorization prior to any use of funds.

**8.4 This section modifies LBF-G Part 6, Section 6.1; Executory Contracts and Unexpired Leases:**

The Debtor is assuming the lease contracts of properties the Debtor is renting:

a residential lease contract executed between the Debtor (Lessor) and Sandra Martinez Maldonado (Lessee), monthly rent is \$539.00;  
a residential lease contract executed between the Debtor (Lessor) and Carmen Maldonado Ortiz (Lessee), monthly rent is \$539.00.

**8.5 This section modifies LBF-G Part 3, Section 3.1; Lift of Stay:**

Upon confirmation of this Plan the automatic stay pursuant to Section 362(a) will be lifted in favor of DLJ Mortgage Capital, Inc. Claim No. 3 as to its collateral (the Debtor's real property Terrazas de Guaynabo N-1 Pascua Street Guaynabo PR). The Debtor proposes to pay all arrearage (pre and post-petition) through a loss mitigation (loan modification). The trustee will make no disbursements to secured creditor DLJ Mortgage Capital Inc (Claim No. 3) without prejudice of creditor filing a deficiency claim in order to receive prorata distribution by the trustee as an unsecured claim.

*Insert Additional lines as needed.*

**PART 9: Signature(s)**

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/s/ Roberto Figueroa-Carrasquillo

Roberto Figueroa-Carrasquillo

Signature of Attorney of Debtor(s)

Date September 18, 2023

Date \_\_\_\_\_

By filing this document, the attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in Local Form G (LBF-G), other than any nonstandard provisions included in Part 8.

Label Matrix for local noticing  
 0104-3  
 Case 22-01797-MCF13  
 District of Puerto Rico  
 Old San Juan  
 Mon Sep 18 13:43:11 AST 2023

US Bankruptcy Court District of P.R.  
 Jose V Toledo Fed Bldg & US Courthouse  
 300 Recinto Sur Street, Room 109  
 San Juan, PR 00901-1964

DLJ Mortgage Capital, Inc. c/o SELECT PORTFO  
 Lbrg Law Firm  
 PO BOX 9022512  
 san juan  
 san juan, pr 00902-2512

Autoridad Acueductos Y Alcantarillados  
 PO Box 70101  
 San Juan, PR 00936-8101

(p)DE DIEGO LAW OFFICE PSC  
 ATTN ORIENTAL BANK-AUTOS  
 P O BOX 79552  
 CAROLINA PR 00984-9552

CONSEJO DE RESIDENTES TERRAZAS DE GUAYNABO  
 T-9 GIRASOL ST  
 GUAYNABO PR 00969-5417

Comenitybank/victoria  
 PO Box 182789  
 Columbus, OH 43218-2789

Credit One Bank NA  
 PO Box 98872  
 Las Vegas, NV 89193-8872

(p)DEPARTAMENTO DE TRANSPORTACION Y OBRAS PUB  
 P O BOX 41269  
 SAN JUAN PR 00940-1269

(p)LUMA ENERGY  
 REVENUE PROTECTION  
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 SAN JUAN PR 00936-4267

LVNV Funding, LLC  
 Resurgent Capital Services  
 PO Box 10587  
 Greenville, SC 29603-0587

Lcdo. Roberto C. Latimer Valentin  
 PO Box 9022512  
 San Juan, PR 00902-2512

Oriental Bank  
 PO Box 195115  
 San Juan, PR 00919-5115

Quantum3 Group LLC as agent for  
 Comenity Bank  
 PO Box 788  
 Kirkland, WA 98083-0788

SELECT PORTFOLIO SERVICING, INC  
 ATTN: REMITTANCE PROCESSING  
 PO BOX 65450  
 SALT LAKE CITY, UT 84165-0450

DAMARYS FIGUEROA RIVERA  
 HC05 BOX 7440  
 GUAYNABO, PR 00971-9597

JOSE RAMON CARRION MORALES  
 PO BOX 9023884  
 SAN JUAN, PR 00902-3884

MONSITA LECAROZ ARRIBAS  
 OFFICE OF THE US TRUSTEE (UST)  
 OCHOA BUILDING  
 500 TANCA STREET SUITE 301  
 SAN JUAN, PR 00901

ROBERTO FIGUEROA CARRASQUILLO  
 PO BOX 186  
 CAGUAS, PR 00726-0186

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

ORIENTAL BANK-AUTOS  
 DE DIEGO LAW OFFICES, PSC  
 PO BOX 79552  
 CAROLINA  
 CAROLINA, PR 00984-9552

DTOP  
 PO Box 41269  
 San Juan, PR 00940-1269

LUMA  
 REVENUE PROTECTION  
 PO BOX 364267  
 SAN JUAN, PR 00936

(d)Luma Energy  
 PO Box 364267  
 San Juan, PR 00936

(d)Oriental Bank-Autos  
 PO Box 79552  
 Carolina, PR 00984-9552

End of Label Matrix	
Mailable recipients	18
Bypassed recipients	0
Total	18